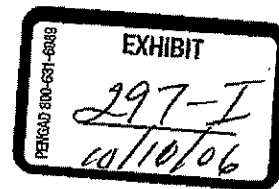


Exhibit 36



STUDENT FINANCE CORPORATION
NEWARK, DE



THIS IS PRIVILEGED AND CONFIDENTIAL COMMUNICATION BETWEEN
CLIENT AND ATTORNEY

Mr. Tian Ding
Mr. Robert C. Faix
Mr. Gary Hawthorne
Mr. Chris Huffins

Ms. Pat Kartha
Mr. Frank Martinez
Mr. Perry Turnbull
Mr. Andrew Yao

Agenda for Meeting with Attorneys

1. Purpose of Meeting
 - A. Review general litigation process
 - B. Review specific litigation claims
 - C. Review deposition process
2. General Litigation Process
 - A. 3 phases
 - B. Discovery
 - C. Admissibility
 - D. Merits
3. NEI v. SFC
 - A. History of NEI-SFC Relationship
 - a. NEI was a client from 1995-1996
 - b. NEI's contract was full recourse
 - B. NEI Claims *e. reports f.*
 - a. they should have received reserve money
 - b. they did not receive reserve money because we serviced loans poorly
 - c. they relied upon our misrepresentation that the default rate would be a max. of 10%
 - d. we never intended to pay them reserve money because we did not have financing
 - C. SFC Defense
 - a. NEI did not receive reserve money because NEI loan defaults exceeded reserve funds
 - b. SFC has (i) strong servicing procedures, (ii) experienced collectors, and (iii) independent third party audits confirming the quality of our servicing

- c. SFC did not make any default rate guarantee and, if NEI thought SFC was guaranteeing a 10% default rate, why did NEI agree to a 35% reserve
- d. SFC clearly has had adequate financing and continues to have adequate financing (e.g., our recent Aaa rating)

D. SFC Counter Claims

- a. NEI owes SFC for the amount that defaults exceed reserves -- the NEI contract was full recourse to NEI
- b. SFC was damaged because it relied upon NEI's representations regarding the quality of NEI's programs and NEI's high graduation rate

4. Deposition Process

- A. Okay to not remember -- the best answer often is no answer
- B. Don't answer unless you know it for a fact -- better to have no answer than to answer incorrectly (e.g., a trick question regarding bank repurchase obligations)
- C. Don't confuse bank side definitions with school side definitions -- the NEI litigation is primarily concerned with school side transactions (as you know, our different contracts sometimes require us to account for the same transaction in two different manners)
- D. We are the defendants -- anything we say can and will be used against us
- E. NEI has a weak case so they are casting a wide net